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6A Contract Administration for Architect-Engineer Contracts

This chapter addresses various aspects of contract administration for architectengineer (A/E) contracts including contract administration functions and responsibilities, contract monitoring, quality assurance and inspections, payments and financing, and contract modifications.

6.1 General

6.1.1 Responsibilities

6.1.1.a Contracting Officers and Purchase Teams

Note that there are some actions listed in the *Purchasing Manual* (PM) which only the contracting officer may take. Even in those instances, the contracting officer is expected to consult with the purchase team.

6.1.1.b Contracting Officer's Representatives

6.1.1.b-10 Delegation of Authority for A/E Services Contracts

Delegation of authority must be made in writing and accompanied by a written notice from the contracting officer appointing the individual as the contracting officer's representative (COR) for a particular contract. Exhibit 6.1.1.b-10 is a sample letter designating a COR to administer an A/E services contract. The original letter and one copy go to the COR. The COR signs the original and returns it to the contracting officer, who keeps it in the appropriate contract file. Two copies of the letter go to the A/E firm. The A/E signs a copy and returns it to the contracting officer, who keeps it in the appropriate contract file. Letters to the A/E may be forwarded with the notice to proceed (NTP) and the contract.

- 6.1.1.c Relationship Between the Postal Service and Supplier Representatives
- 6.1.2 Contract Administration Functions

6.1.2-10 Administration of A/E and Environmental Services Contracts

CORs are frequently given authority and responsibility for the administration of A/E and environmental services contracts. Accordingly, CORs:

- a. Maintain design contract files for each assigned project (see PM 6.2.2).
- b. Become familiar with the responsibilities and duties in this handbook.
- c. Become familiar with contract clauses.
- d. Monitor the A/E's contract submittals and design progress, including any factors that cause a delay in the design progress, to ensure submissions are timely and complete as required by contract.
- e. Coordinate and review A/E design reports, environmental permits, and reports as required.
- f. Receive, review, and recommend A/E requests for payment.
- g. Manage contract changes.
- h. Represent the Postal Service in conferences and prepare memoranda for the project record, noting all pertinent facts, attendees, and conclusions.
- i. Reject promptly, orally and in writing, all design work that does not comply with contract requirements.
- j. Clarify and interpret, orally and in writing, contract documents as requested by the A/E (the COR must not authorize changes to, or deviations from, the contract).
- k. Provide the contracting officer and the purchase team regular reports on items d through j above.

6.1.2-20 A/E Performance Evaluations

Each Postal Service official responsible for monitoring the performance of an A/E or environmental engineering services contract must complete an objective written evaluation of the A/E's performance. Summary performance evaluations under an indefinite-quantity A/E or environmental engineering services contract are made for performance over the entire term of the contract and not for individual work orders unless special circumstances make a work order evaluation appropriate. Evaluations are used for subsequent projects in the prescreening process or in the ranking of highly qualified firms. Evaluations are made available to selection committees when requested.

6.1.2-21 Preparation of A/E Performance Evaluations

Performance evaluations must be completed for both design and construction phases of a project. Evaluations are completed as follows:

a. Evaluate design phase services, including any environmental engineering services, upon construction contract completion. Use Form 7477-A,

Architect-Engineer's Performance - Design Phase Evaluation (Exhibit 6.1.2-21a).

- b. Evaluate construction phase services upon project completion immediately after execution of the administration and fiscal stage of Form 1233, *Project Financial Completion Report* (Exhibit 6.3.2-152b, chapter 6B). Use Form 7477-B, *Architect-Engineer's Performance Construction Phase Evaluation* (Exhibit 6.1.2-21b).
- c. If the project is withdrawn or cancelled before completion of either the design or construction phase, evaluate the A/E's performance for work performed.

6.1.2-22 Distribution of A/E Performance Evaluations

See PM 6.2.2. A/E performance evaluations are distributed as follows:

- Send a copy of each design or construction phase evaluation to the office responsible for A/E selection.
- b. Send a copy to the A/E.
- c. Send a copy of each design or construction phase evaluation to the Facilities Service Office within the appropriate geographic area.

Copies of previously completed A/E post-performance reports are available to A/E evaluation teams upon request.

6.2 Contract Performance

6.2.1 Postaward Orientation

Also see 6.2.1, chapter 6B.

- 6.2.2 Record Keeping
- 6.2.3 Contract Monitoring
- 6.2.3-10 Monitoring Design Progress

The progress of the work under any design services contract is monitored by the COR. The COR ensures that the A/E is making adequate progress to complete the design within contractually prescribed time limits. The A/E provides a schedule of submissions for completion of the drawings, specifications, and other documents associated with the completion of each design phase. The COR uses the schedule as a baseline for monitoring progress of the design work.

6.2.3-20 Construction Progress Reports

Exhibits 6.2.3-20a and 6.2.3-20b contain the A/E's weekly and monthly construction progress reports. These reports are completed and sent to the COR before the monthly progress meetings.

- 6.2.3.a Personnel
- 6.2.3.b Using Suppliers to Monitor Performance
- 6.2.3.c Review of Supplier Submittals

Also see chapter 8 of the Postal Service Facilities Contract Administration, Pricing, and Claims course textbook titled *Construction Administration and Facilities Inspection Handbook*.

- 6.2.4 **Delivery**
- Right to Adequate Assurance of Performance
- 6.2.6 Bankruptcy

6.3 **Quality Assurance**

6.3.1 Inspection and Testing

Also see 6.3.1, chapter 6B.

6.3.2 Acceptance

6.3.2-10 Prohibition Against Signing Completed A/E Drawings

The A/E is contractually responsible for the quality and accuracy of all designs, drawings, specifications, and other services furnished. To avoid any confusion regarding this liability and to avoid any potential legal liability for themselves or the Postal Service, Postal Service personnel may not sign the final drawings. Only the A/E may sign the drawings. In accordance with the contract, the A/E firm must stamp and seal the drawings and specifications. Based on the type of environmental engineering work involved, the drawings may have to be signed by an environmental engineering specialist instead of or in addition to an A/E.

6.3.2-20 Completion of Form 1233 for A/E Contracts

Form 1233, *Project Financial Completion Report*, is completed for A/E design contracts when Form 4209, *Project Authorization*, authorizes design work only. When Form 4209 authorizes both design and construction, Form 1233 is completed only when the administrative and fiscal closeout stage is reached on both the design and the construction work.

6.3.2-30 A/E's Role in Acceptance and Closeout of Construction Contracts

See 6.3.2, chapter 6B.

6.3.3 Receiving Reports

6.4 Payments and Financing

6.4.1 General 🕮

6.4.1-10 Prompt Payment Under A/E Contracts

All A/E contracts must contain Clause B-22, *Interest*. The clause requires the Postal Service to pay interest on late payments in accordance with the Prompt Payment Act.

6.4.2 Invoices

6.4.3 Payment

6.4.3.f Final Payment

6.4.3.f-10 Final Payment on A/E Contracts

Before approving final payment on an A/E contract, the contracting officer in consultation with the purchase team must ensure that the A/E has performed all design services and optional services required by the contract. Contractor claims should not hold up final payments to an A/E. Clause FB-210, *Claims Assistance (Architect-Engineer)*, requires the A/E to assist the Postal Service in resolution of claims relating to errors and omissions design issues without additional fee or other compensation, except for travel and subsistence expenses.

6.4.3.f-11 Final Payment on A/E Contracts for Design Only

The following steps must be taken before final payment can be made:

- a. The A/E firm stamps and signs the final drawings and specifications.
 These documents require that (1) no design or redesign work is outstanding and (2) all design requirements are met.
- The A/E certifies that any applicable environmental or health requirements (environmental permits or mitigation design, or requirements regarding materials such as asbestos, lead-based paint, and plumbing solder, etc.)
 have been met.

c. The A/E completes and submits Form 4211-B, Facility and Fixed Mechanization Project Contract Payment Authorization (see Exhibit 6.4.3.f-11), certifying that this is final billing, that there will be no claim against the Postal Service (by submitting a contractor's release), and that all consultants have been paid.

6.4.3.f-12 Final Payment on A/E Contracts Involving Construction Services

If an option for construction services has been exercised under an A/E contract, construction has been accepted, and all A/E contract obligations have been completed, then the final A/E payment may be processed upon completion of all A/E contract obligations.

6.4.4 Withholding Payments

6.4.5 **Progress Payments**

6.4.5-10 A/E Contract Progress Payments

Payments are authorized during the design and construction phases based on contract schedules. Payments are authorized by completing and submitting Form 4211-B.

6.4.5-11 Processing A/E Contract Payment Requests

After receiving a properly executed A/E payment request (Form 4211-B), the COR must:

- a. Verify that the payment request includes an authorized signature and date.
- b. Verify that the value claimed is valid for actual work completed to date.
- c. Verify that the amount of previous payments is consistent with Facilities Management System (FMS).
- d. Verify that the payment amount is correctly computed.
- e. Make a payment recommendation through FMS after verifying all payment request information. After obtaining the contracting officer's approval and signature, send a copy of the request to the A/E firm if the payment amount has been changed.

6.4.6 Limitation of Cost or Funds

6.4.7 Assignment of Claims

6.5 Contract Modifications

6.5.1 General 🕮

6.5.1-10 Administrative Change Orders Under A/E Indefinite-Quantity Contracts

Administrative change orders are issued under A/E indefinite-quantity contracts for any change in the basic contract such as exercising renewal options or

adjustments in the types of disciplines or rates. Administrative change orders are processed in the same way as other modifications.

6.5.1-11 Modifications to A/E Indefinite-Quantity Work Orders

Each work order under an A/E indefinite-quantity contract is a separate obligation and is funded, committed, and paid for separately. Changes in the scope of work or Postal Service requirements not covered in the basic work order are considered contract modifications and are processed as if they were separate contracts. Each time a work order is modified using the amendment/modification format, the commitment and payment forms (Forms 4211 and 4211-B) must be revised accordingly.

6.5.1-12 Issuance of A/E Contract Modifications

Follow the steps listed below when issuing A/E contract modifications:

- a. If the anticipated dollar value of the modification plus the current value of the contract will exceed a contracting officer's authority, the contracting officer must determine the next higher authority authorized to sign the modification (see PM 1.5.3.b) or request such authority from the manager, Major Facilities Purchasing.
- Prepare a Postal Service independent cost estimate for each modification, and file it in the contract file after negotiations.
- Obtain from the A/E an itemized breakdown of costs for all proposed modifications.
- d. Cite any applicable contract provision in the modification.
- e. Prepare an original and two copies of the modification after negotiating a price and determining that sufficient funds are available.
- f. Use the amendment/modification format created by the design and construction contract system (DCCS) to issue modifications and to exercise one-year renewal options of A/E indefinite-quantity contracts.
- g. Prepare commitment.
- h. Furnish A/E contract modifications with original signatures to the A/E in such a manner as to obtain proof of receipt by the A/E.

6.5.1-20 Construction Modifications Caused by Design Deficiencies

The Postal Service has the right to recover from the A/E construction costs incurred by the Postal Service as a result of the A/E's errors or omissions.

6.5.1-21 Procedures Involving Cases of A/E Design Deficiency

If the A/E's design is labeled deficient in any Form 4909, *Finding of Facts for Contract Modifications* (see Exhibit 6.5.1-161, chapter 6B), the COR should discuss the matter with the contracting officer and then take the following steps:

a. Determine whether the estimated costs recoverable from the A/E due to design deficiencies would exceed the estimated administrative costs of

recovery. As appropriate, the COR consults with legal counsel. The COR documents the determination in writing, including a description of both estimates.

- b. If the recoverable costs are estimated to exceed the administrative costs of recovery, the COR attempts to recover costs through negotiation with the A/E. (If the opposite is true, the COR labels the A/E's design deficient and takes no further action.)
- c. If a negotiated settlement is reached with the A/E, the Postal Service recovers the cost through an appropriate modification to the A/E contract.
- d. If a negotiated settlement cannot be reached, the contracting officer requests, in writing, legal counsel to begin action to obtain the recoverable costs from the A/E, or the contracting officer prepares a unilateral modification to the contract. The modification deducts the cost associated with any design deficiencies.

6.5.1-30 Closeout of A/E Contracts

Before the execution of Form 1233, the COR reviews all Forms 4909. If the A/E's design has not been labeled deficient in any Form 4909, the COR completes the administrative and fiscal closeout portion of Form 1233. If the A/E's design has been labeled deficient and there has been no settlement to compensate the Postal Service, the COR follows the steps set forth in 6.5.1-21. In doing so, the comparison of administrative costs and recoverable costs is made on a cumulative basis.

6.5.1.a Effective Dates

* * * * * * * * * * * *

6.5.1.f Exercise of Options

6.5.1.f-10 Exercise of A/E Construction Services Option

Options for A/E services during construction may be exercised at the discretion of the purchase team. Because the price for construction services has been negotiated, the COR only needs to prepare a contract modification, a notice to proceed, and a Form 4211, and obtain the contracting officer's signature.

6.5.1.f-11 Form of Notification

The contracting officer prepares a written notice of election to exercise an option and delivers it by certified or registered mail with return receipt requested (see Exhibit 6.5.1.f-11). The notice must be mailed within sufficient time for the A/E to commence the construction services. The COR must inform the A/E firm of the preconstruction meeting date and time. The A/E should attend to become familiar with construction procedures.

6.5.1.g Correcting Mistakes

6.5.2 Change Orders

	6.5.3	Equitable Adjustments for Delays 🕮
	6.5.4	Novation and Change-of-Name Agreements
6.6	Postal :	Service Property 🕮
6.7	Subcor	ntracting Policies and Procedures 🕮
6.8	<u>Claims</u>	and Disputes
	6.8-10	Alternative Dispute Resolution 1
		The Postal Service supports and encourages the use of alternative dispute resolution (ADR) as an effective way to understand, address, and resolve conflicts with contractors.
6.9	Contra	ct Termination 🕮
6.10	Remed	ies and Damages 🕮

Exhibit 6.1.1.b-10

Sample COR Designation Letter for A/E Services Contract

UNITED STATES POSTAL SERVICE

	E Firm's Name E Firm's Address	
De	ar	:
Su	bject:	[Project name and location] Contract No Contracting Officer's Representative
	e purpose of this lette administering the sul	er is to notify you of my designated representative and the authorities and limitations bject contract.
-	ame], [Position], is COR is authorized to	the Contracting Officer's Representative (COR) for this contract. In this capacity, o:
cor	Interpret contract do Direct the A/E to con Review and coordinat Review, negotiate, a Review and process Prepare, negotiate, a A/E correspondence intract. All authority no	esign activities, routine contract administration, and coordination, ocuments and design guidelines and issue clarifying information to the A/E, rrect design work not in compliance with contract requirements, atte design reports and furnish review comments to A/E for incorporation, and process A/E cost proposals for contemplated contract modifications, a A/E payment requests, and and process work orders [for indefinite-quantity contracts only]. will be with or through the COR, except as specifically provided elsewhere in your ot specifically delegated to the COR remains with the Contracting Officer.
Sin	cerely,	
Со	ntracting Officer	
Re	ceipt Acknowledged:	
(Si	gnature of COR)	

Issue 1, March 31, 1999 Updated With Revisions Through January 2005 Design and Construction Purchasing Practices Handbook (Signature of A/E)

Exhibit 6.1.2-21a

Form 7477-A, A/E's Performance – Design Phase Evaluation

								SIGN PHASE EVALUATION 2. Location	
3. Site Size							4. Building—Gross Area (SF) 5. VMF—Gross Area		
6. Name of Firm									
Address (Suite No	o Stree	t. City	. State.	and ZI	P+4)			8. Contract Number	
	, -				. ,				
								9. Date of Contract	
). Construction Co	st Limi	t		T	\$			17. Services	
. A/E Final Estim					\$			Design	\$
. Construction Co	ntract	Amour	nt	1	s			Boundary and Topography	
. Date								Surface Investigation	
. Cost (PSF)					\$			EIA	
Cost (PSF)		• • • • •	<u> \</u>	/MF	\$			Perspective	
6. Consultants								Supplemental Drawings	
								Service During Construction Other	•
									s
								Total	\$
3. Performance	(1	1in)	(Arg)	(Ma		Factor	Total	A/E Contract Modifications Evaluator's Name	Date
Elements	1	2	3	4	5		- TOTAL	Evaluator 3 (value	
anagement						X4			
rchitectural	 					X4			
ivil	ļ					X2			
tructural	ļ	-		-		X2			
lechanical						X2			
lectrical stimating	 	 				X3			
-stimating	·	l	l	ii	-	^3			
_						Total		1	
<u> </u>		1	1	11		Total			T
9. Mechanization									
0. Objective Comm						pace is ne			
0. Objective Comm						pace is ne			
0. Objective Comm						pace is ne			
0. Objective Comm	ted on ¹	Time.				pace is ne			
O. Objective Comn Design Complet	tion:	Time.				pace is ne		23. Title	
O. Objective Common Design Complete Com	tion:	Time.				pace is ne			

Exhibit 6.1.2-21b

Form 7477-B, A/E's Performance – Construction Phase Evaluation

ARCHITECT-ENG	INEER'S	U. S. Postal Service PERFORMANCE-CONSTR	UCTION	PHASE	EVALUAT	ION		tructions everse			
1. Name of Firm											
2. Firm Address (Suite N	lo., Street, C	ity, State, and ZIP+4)	3. Princi	pal							
			4. Resid	lent Enginee	or .		*				
		5. Cor	sultants								
a. Civil			b. HVAC			-					
c. Mechanization			d. Struc	tural							
e. Electrical		e e e e e e e e e e e e e e e e e e e	f. Other	(Specify)							
6. Contract Data	Article	Description	7a. Cor	ntract Amou	nt	\$					
	4	Services During Construction			ested by USF			-			
	5	Field Services-Construction	c. Cr	nanges Requ	uired by Desig	n \$		*			
	6	Prep. Construction Modifications	d. Er	rors and On	nissions	\$		٠			
	Other (Explain)		e. Fi	nal Cost		\$					
8. Project Data (Check A		lox)			· · · · · · · · · · · · · · · · · · ·						
Descript	ion:	□ New □	Renova	tion		Existing					
9. Name			10. Loca	ation							
11. Project Size:		a. Site Acres	b. Building – Gross Area (SF) c. VMF – Gross Area (SF)								
12	2. Performa	nce Elements	(Min)	2	(Avg) 3	(Max) 4 5	Factor	Total			
Design Errors and Omiss	ions						X2				
Home Office and Consult	ant Support	to Resident Engineer					X2	ļ			
Gent. Cont.: Administration	on, Enforcer	ent and Interpretation					ХЗ	ļ			
Construction Inspection:	Quality Cont	rol					X3	<u> </u>			
Schedule/Progress Asses	ssment and	Enforcement	-				Х3	ļ			
EEO/MBE Administration	and Assista	nce to General Contractor					X2	ļ			
Mechanization				ļ			X2	-			
Claims: Control and Resc	olution	· · · · · · · · · · · · · · · · · · ·		1		L	X3				
				<u> </u>			Total	<u> </u>			
13. Objective Comments	(Continue d	n Reverse if More Space is Needed.)									
14. Evaluator (Check Ap	propriate Bo	x) Headquarters	Region		П	FREBO					
15. Name (Print or Type,)		16. Title		-						
17. Signature	-		18. Date	e Signed		······································					
DC Form 7477 D		1006	<u></u>								

PS Form 7477-B, January 1986

Exhibit 6.2.3-20a

Weekly Construction Progress Report

Project Name:		Contract No.:
Architect-Engineer:		Contractor
Notice to Proceed Date:	_	Overall Percentage of Completion:
Contract Completion Date:	_	Adjusted Contract Completion Date:
Contract Price:		Adjusted Contract Price:
Major Work Activities Performed Week Ending	Percent Complete	Comments (workmanship problems, inadequate manpov or equipment, etc.)
Significant Meetings, Discussions, Visitors	s, Delays, Etc.	

Exhibit 6.2.3-20b

Monthly Construction Progress Report

		Monthly Construction Prog	gress Report No	
		Contract No	Date	
	ect-Engineeractor			
1.	Project status at the end of			
				_
2.	Unresolved problems whi	ch may cause delays or claims	for additional costs:	
3.	Status of pending change	orders:		
				_
4.	Number of inspections ma	ade during this reporting period	(attach inspection reports to this report):	
5.	Approximate percentage	of work complete:		
		duled for completion: d:		
c				
6.	Attach required monthly p	motographs to this report.		
	Attention:			

Exhibit 6.4.3.f-11

Form 4211-B Facility and Fixed Mechanization Project Contract Payment Authorization

	F	acili	tv and	l Fixed	Mech	naniz	ation				421	11B
	Project Contract Payment Auth								Date			Control Number
Installation Name									L			
Description of Work												
Project Authorization Number	Contract Nun	nber	-			Chang	je Code	B/A Finan	ce Numb	er	FMS	Project Number
ltem Description	Account Number	Index Code		Payment (From Sumr				Progres	ss Pay	ment	Sur	nmary
	-,						1. Initial (Contract An	nount	\$		
		<u> </u>	<u> </u>				2. Approv	ved Change	•	\$		
							1	Contract Am		\$		
							4. Value	of Work Co		 		
							to Date (Attach s value of period. A	ed this	\$			
							5. Amount of Retainage		age	\$		
Payee Name and Address:							6. Sub Total (Line 4-5)			\$		
							7. Previous Payment Amount		\$			
Invoice Description:							8. Amount of this payment (Lines 6 - 7)					
PPA Applies to This Payment	nvoice Receive	ed/Acce	ptance Da	te	Final Pa	yment	PDC Use Only: VDR Code:					
Contractor Certifi	cation					Archite	itect-Engineer Representative					
i hereby certify, to the best of my knowledge and (a) The amounts requested are only for perform	ance in accordanc	e with the					ion Contracts; in accordance with the contract and the Request for Contractor is entitled to payment in the amount shown above.					
specifications, terms, and conditions of the c (b) The current payment shown herein is now do (c) If this is a one time payment, subcontractors	ue and has not bee or suppliers will b				Ву	Date Signed						
calendar days after receipt of this payment, or (d) if this is not a one-time payment, payments to subcontractors and suppliers have been made from previous payments for payment, timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of title 31, United States Code; and (e) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract. The Penalty for making a false statement is prescribed by 18 USC1001						A-E Representative Title, Company, Address						
By Date Signed						Desig	n/Construc	tion Mana	gement l	Repres	senta	tive
Title					Recomm	nended	For Paymer	nt				Date Signed
Contracting Officer Name and Signature Date Sig					ned	ed Prepared By						
Approving Official Title, Address, and F	Phone Number			I			Contact Pe	rson				
, , , , , , , , , , , , , , , , , , , ,												
									·			

Exhibit 6.5.1.f-11

Sample Letter for Exercising Construction Services Option

UNITED STATES POSTAL	SERVICE		.*	
CERTIFIED MAIL RETURN RECEIPT F	REQUESTED			
Firm's Name Firm's Address				
Dear				
Subject:	Modification No Option Service			
You are hereby author contained in the subject date, and return one of the period of service and will be concurrent will conduct the precoall matters of a technic	ect contract. The exectoriginal to this office. will begin immediately the with the construction conference on the conference of the conf	cuted Modificat Retain one orion y following the contract.	tion is enclose ginal for your r preconstructio	d. Please sign, records. on conference , COR,
Enclosed are Forms 4 previously instructed.	\$211-B that you must	complete and	submit for pay	ment as
It is a USPS requirem contain the following		ent requests fr	om Architect-E	Engineers
"The work, under the accepted, I hereby reclaims whatsoever and due (\$)."	lease the U.S. Postal	Service, its off tue of this conti	ficers and age ract, upon pay	nts, from all ment of balance
		Signed		
Please include the ab	ove statement when y	Firm ou submit you	r final request	for payment.
Sincerely,	•	•	.,	
Contracting Officer				
Enclosures				